



CITY OF BARABOO, WISCONSIN REQUEST FOR PROPOSAL

ECONOMIC DEVELOPMENT Eastside Redevelopment Study

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REQUEST FOR PROPOSAL

The City of Baraboo is seeking proposals from qualified consultants to prepare a redevelopment study for the eastside corridor of the City of Baraboo. The plan will serve as the framework for revitalization of the areas as well as attracting and retaining both commercial and light industrial businesses.

The focus is on the redevelopment of several vacant and/or underutilized facilities currently located at the eastern entrance to Baraboo. The plans will include policy statements, goals, objectives, guidelines, maps and graphics that will serve as the foundation for the future land uses decisions. The plans shall provide strategies to encourage economic development, quality residential growth and general improvements for the protection of the quality of life for the area residents and businesses.

GENERAL INFORMATION

The City of Baraboo (pop. 12,048), the county seat of Sauk County, is located in southwest Wisconsin approximately forty five minutes due north of the City of Madison. The City is easily accessible from all directions and the community is serviced by US Highway 12 and State Highway 33. These main arteries link up to the interstate system (approximately 13 miles east and 9 miles north).

The Baraboo area is home to many wonderful attractions. These include Circus World Museum, Devil's Lake State Park, the Aldo Leopold Center and the International Crane Foundation. In addition, Downtown Baraboo Incorporated (DBI) hosts numerous weekend events in the downtown area. Coupled with the 1,700,000 annual visitors to Devil's Lake State Park, the Baraboo area has many visitors

The east side study area is largely comprised of the properties located along HWY 33 as it turns into 8th Street. This is the major connection for all traffic from the east. With over 11,000 vehicles per day, the area is very well traveled. The area is currently under utilized and in need of an overall plan for its revitalization.

In 2006, the City of Baraboo adopted the Riverfront Redevelopment Area Plan. In 2011, the City completed The Baraboo Retail Market Analysis of several shopping areas located in the community. These two studies have proven to be an excellent start to creating positive growth in the community. In 2015, the City completed an update of the Economic Development Chapter of the City of Baraboo Comprehensive Plan entitled "Grow Baraboo: An Economic Development Workplan for the Baraboo Area". The effort made several recommendations for further study.

Working with the Baraboo Economic Development Commission (BEDC), The City has selected the east entry way of the City as the initial study area. This plan is to serve as a guideline for the long term economic development needs of the community. Other key elements of the Grow Baraboo plan deal with retention and expansion of current employers, workforce development and an increase to the quality of life in the area.

STUDY AREA

The study area is the area along US Highway 33 (8th St.) from the eastern entry to the City to Elizabeth Street. The study area includes sites within an approximate 1 block radius of 8th St. There is a map of the study area included as Appendix A. The City is not opposed to enlarging the study area as recommended by the consultant.

The study area is currently not located in a Tax Incremental Financing District (TID). Under current State Statutes, the City does have sufficient capacity to create a new district that would include this area.

PROJECT SCOPE

The objective of the project is to analyze and then create a workable plan. The final product is to create a workable document that will enable the City, local property owners and residents to work together to not only beautify the entrance areas, but to aid in the growth of commercial and retail businesses.

Study elements include but are not limited to:

- An assessment of the businesses located within the study area.
- Summary of existing sites that are vacant and/or could be redeveloped.
- Identification of location requirements and/or preferences for the targeted areas..
- Identify dynamics of the trade area including its customers and competition.
- Address specific relevant issues such as business mix, vacancies, as well as factors that serve to impede the progress of economic development efforts.
- Identify appropriate mixed uses that maximize the area's strategic transportation alignment.
- An inventory of potential commercial, retail, and light manufacturing businesses that addresses identified market opportunities, to include a listing of specific companies for follow-up contact.
- Specific implementation/marketing recommendations including, goals; objectives; specific action items; and responsible parties.
- Identify an entry way and streetscape amenities which would provide a warm greeting to people coming into the community.
- Provide design guidelines for new buildings and redevelopment in the project area.

DESIRED RESULTS

The City's vision for this area is a cooperative effort between the resident, property owners and the selected consultant to draft a work plan for the redevelopment of the area. The overall guiding principles for the area are:

Serve as a Gateway: The project area should be designed to leave a lasting positive impression to anyone arriving from the east.

Establish a Transportation Corridor: As the major entrance to the city, the plan should assist in developing traffic patterns, desired signalization and access restrictions. The plan should also address both pedestrian and bicycle needs/uses and the area is commonly used by students walking to and from school.

Redevelopment Uses: Several of the current sites are underutilized nor completely vacant. The plan should develop a selection of alternative uses for these sites. In addition, the City owns approximately 120 acres of vacant lands on the east side. A list of potential uses for this area should also be developed. The Consultant will need to provide recommendations for what the City should do with this property.

Complement the Historic Downtown area: The City of Baraboo is extremely fortunate to have a vibrant downtown area. The eastside corridor should be developed to complement the downtown area.

Commercial Uses: The east side study currently serves as the commercial base for many residents who live and work on the east side. The study should identify potential uses/reuses of sites within study area.

Design Guidelines: As a deliverable, the selected contractor will provide a set of design guidelines specifically for the development and re-development of this area.

PROPOSAL REQUIREMENTS

A. *Format and Content:* In order to be responsive, all proposals must follow the format and contain the specific information listed below. Unnecessarily elaborate brochures and other presentations beyond those sufficient to present a complete and effective response to the RFP are not desired.

1. Letter of transmittal introducing your firm and summarizing its experience in providing economic development planning and assessment services on behalf of municipal government.
2. *Narrative Items*
 - a. *Identification and Qualifications of Assigned Personnel:* The name (s) of the principal-in-charge and key technical/professional personnel to be assigned to the project together with a resume describing the experience and qualifications of each. Also identify the physical office location of each team member.
 - b. *Program of work satisfying the Scope of Services section.* Program should include a Completion Schedule (bar chart) and a Work Plan identifying discrete tasks and outlining:
 - Activity/task description
 - Person completing the task
 - Deliverables
 - c. *Prior Work*
Provide sample work product from not more than three (3) similar projects completed by your firm.
 - d. *References*
Provide names and telephone numbers of five (5) references who will attest to your firm's ability to undertake and complete projects similar to this on time and within budget.

e. *Fee Proposal*

A fee statement shall be provided in a separate enclosure with the proposal and will remain unopened until the Review Committee has selected a firm. **The fee and Scope of Services are subject to negotiation after a firm has been selected.**

B *Submittal requirements*

Seven (7) hard copies and one (1) electronic version (pdf) of the firm's proposal are to be submitted to Ed Geick, City Administrator, 135 4th St., Baraboo, Wisconsin, 53913 by no later than **4:00 PM Thursday February 25, 2016.**

Proposals are to be delivered in a sealed envelope marked, "*Eastside Redevelopment Study*" in the lower left-hand corner of the envelope. Proposals received prior to the time of the opening will be kept, unopened, by the City Administrator until the time specified herein. Proposals arriving after the specified time shall not be accepted. No responsibility shall be attached to the City Administrator or the City for the premature or non-opening of a Proposal not properly addressed and identified except as otherwise provided by law.

Facsimile transmitted Proposals will not be accepted, nor will there be any transmittal RFP documents to interested parties by way of facsimile machine with the exception of any addenda of general interest that is distributed post-RFP release to all firms.

EVALUATION AND SELECTION PROCESS

It is the intent to engage the services of the Consultant who provides the best combination of experience and qualifications to meet the needs of the the areas in question and the City in general. The following procedure is designed to help ensure that the selection decision achieves this objective.

A. **Evaluation Criteria**

Proposals will be evaluated based on the following criteria:

1. Qualifications of the firm based on experience, staff expertise, and performance record.
2. Program of work, methodology, and general management approach.
3. Location and availability of personnel assigned to the project.
4. Demonstrated understanding of the operations and required services as outlined in the RFP document.

B. **Ranking and Selection**

A *Selection Committee* comprised of city staff, elected officials, and members of BEDC will evaluate and rank all proposals received and submit a recommendation to the City Council for consideration of contract award.

C. **Interviews and Presentations**

The Selection Committee reserves the right to create a "shortlist" of respondents and to invite those firms to deliver a presentation of its proposal to the Committee.

D. Negotiations

Subsequent to the selection of a consultant each municipality may elect to negotiate final contract terms, scope of services, and price with the selected firm. If mutually agreed upon terms and conditions cannot be reached with the selected firm, the Committee may initiate negotiations with the firm whose proposal received the next highest evaluation ranking.

E. Contract Award

Upon reaching mutually agreed to terms and conditions, the Committee will forward its recommendation for contract award to the City Council. Award of Contracts shall be made by the City Council and the contract will become official only after signature of the authorized City Officials.

ADDITIONAL CONSIDERATIONS

- The Committee reserves the right to request clarification of information submitted and to request additional information from the firm(s).
- If a contract and fee cannot be successfully negotiated with the selected firm, the Committee may choose to enter into negotiations with another prospective firm, or it may re-advertise for new proposals.
- The successful consultant shall enter into a standard contract for Professional Services.
- The successful consultant shall be provide and maintain professional liability, worker's compensation, property damage, errors and omissions, and any additional lines of coverage require by this document. Refer to City of Baraboo Supplementary Conditions for a summary of required insurance coverage.

APPENDICES

Appendix A Map of Study Area

Appendix B City of Baraboo Supplemental Conditions

Appendix C

- > Riverfront Redevelopment Area Plan (Adopted in 2006)
- > Baraboo Retail Market Analysis (Completed in 2011)
- > GROW BARABOO: An Economic Development Workplan for the Baraboo Area.

APPENDIX A

MAP OF EASTSIDE REDEVELOPMENT STUDY AREA

APPENDIX B

CITY OF BARABOO SUPPLEMENTARY CONDITIONS

1. SPECIFICATIONS: The specifications in this request are the minimum acceptable. The City of Baraboo shall be the sole judge or equivalency. Consultants are cautioned to avoid bidding alternates to the specifications which may result in rejection of their Proposal.
2. DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the Consultant's letterhead, signed, and attached to the request. In the absence of such statement, the Proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the contractors shall be held liable.
3. ACCEPTANCE-REJECTION: The City of Baraboo reserves the right to accept or reject any or all Proposals, to waive any technicality in any Proposal submitted, and to accept any part of a Proposal as deemed to be in the best interests of the City.
 - 3.1 Proposals MUST be date stamped by the City Clerk, 135 4th Street, Baraboo, on or before the date and time that the Proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a Proposal by the mail system does not constitute receipt of a Proposal by the Administrator.
4. TAXES: The City of Baraboo is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise tax, which is accepted by State Statutes.
5. ENTIRE AGREEMENT: These Supplementary Conditions shall apply to any contract or order awarded as a result of this RFP except where special requirements are stated elsewhere in the RFP; in such cases, the special requirements shall apply.
6. APPLICABLE LAW: The Consultant shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work of its conduct. The Sauk County Circuit Court shall be the court of exclusive jurisdiction for any litigation between the parties arising out of the performance of this contract. This contract shall be interpreted in accordance with the laws of the State of Wisconsin. It is understood that requirements of s. 62.15 Wisconsin Statutes do not apply to this solicitation as the contract awarded will not involve "public work" as defined by Wisconsin law.
7. ASSIGNMENT: No right or duty in whole or in part of the consultant under this contract may be assigned or delegated without the prior written consent of the City.
8. SUB-CONSULTANTS: If sub-consultants are planned to be used, this should be clearly explained in the Proposal. The City reserves the right to reject any subcontractor. However, the prime consultant will be responsible for contract performance whether or not sub-consultants are used.
9. ARBITRATION/APPEALS PROCESS: Notice of intent to protest and protests of any award made must be made in writing and filed with City Clerk, City Hall, 135 4th Street, Baraboo, Wisconsin 53913, within five (5) calendar days after discussion and recommendation of award. The provisions of Chapter 68 of the Wisconsin State Statutes shall apply.

- 9.1 Any dispute arising after award as to performance, quality and/or quantity shall be subject to arbitration as provided under Chapter 788 of the Wisconsin State Statutes.
- 9.2 The City of Baraboo reserves the right to have claims, disputes, or other matters in question decided by litigation. If the City waives its right to litigation, then the arbitration provisions shall apply.
10. **NONDISCRIMINATION:** In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - 10.1 Failure to comply with the conditions of this clause may result in the Consultant becoming declared an "ineligible" Consultant, termination of the contract, or withholding of payment.
11. **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the Council must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Council on Safety, and all applicable OSHA Standards.
12. **HOLD HARMLESS:** Consultant agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from any and all liability including claims, demands, losses, costs, expenses and damages of every kind arising out of or in connection with services provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the contractor.
13. **INSURANCE RESPONSIBILITY:** The Consultant performing services for the City shall comply with the following insurance requirements:
 - 13.1 Provide policy, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that the City of Baraboo is an additional named insured on public liability, workman's compensation, professional liability and property damage insurance with the following minimum coverage:
 - 13.1.1 General Liability
\$1,000,000 per occurrence
\$1,000,000 aggregate
 - 13.1.2 Automobile Liability
\$1,000,000
 - 13.1.3 Worker's Compensation
Wisconsin Statutory Limits
 - 13.1.4 Professional Liability
\$1,000,000 per claim
\$1,000,000 aggregate

- 13.2 Provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.
14. CANCELLATION: The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the Consultant to comply with the terms, conditions, and specifications of this contract.
15. AUDIT: During the term of the contract, the Consultant shall, upon the request of the City, make available at reasonable times and places, such information as may be required for the purpose of auditing submitted bills for the service provided under the contract.
16. INDEPENDENT CONTRACTOR STATUS: None of the officers, employees, or agents of the Consultant are employees of the City of Baraboo for any purpose, including but not limited to compensation, fringe benefits, or insurance coverage.
17. PUBLIC RECORDS ACCESS: It is the intention of the City to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- 17.1 Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
18. PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a Proposal must be clearly stated in the Proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable City of Baraboo procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Consultant's responsibility to defend the determination in the event of an appeal or litigation.
- 18.1 Data contained in a Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the City of Baraboo.
- 18.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified. Proposal prices cannot be held confidential.
19. DISCLOSURE: If a public official (s. 19.42, Wis. Stats.), a member of the public official's immediate family, or any organization in which a public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000.00) within a twelve (12) month period, this contract is voidable by the county unless appropriate disclosure is made according to s. 19.45(5), Wis. Stats., before signing the contract.
20. MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

APPENDIX C

PRIOR STUDIES

- > Riverfront Redevelopment Area Plan (Adopted in 2006)
- > Baraboo Retail Market Analysis (Completed in 2011)
- > GROW BARABOO: An Economic Development Workplan for the Baraboo Area

To access these documents, please visit: www.cityofbaraboo.com